



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
5555 Overland Avenue, Suite 1111, San Diego, California 92123-1294

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April 21, 2006

REQUEST FOR PROPOSALS (RFP) NO. 1448
CHILDREN'S HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM

Contractor shall operate a voluntary walk-in (unscheduled) assessment center that provides age and culturally appropriate urgent/crisis mental health evaluations to children and youth, located in the North Region of San Diego County. This clinic may operate in conjunction with an existing mental health clinic currently in the region. Linkages for additional mental health services are expected to be established with clinics/programs throughout San Diego County, as appropriate, but may also be to the contractors existing mental health clinic. In addition, contractor shall operate a voluntary mobile assessment team (MAT) to meet the direct community needs of children and youth in crisis within in the North Region of San Diego County, with a primary focus on diverging from unnecessary hospitalization and establishment of linkages for further mental health services. This MAT service will not be afforded WIC5150 detainment authority, unless the clinic is LPS certified.

Technical Resource Library (TRL). The TRL will be located at the County of San Diego Mental Health Services, 3255 Camino del Rio South, San Diego, CA 92108. Offerors should be thoroughly acquainted with the documents in the Technical Resource Library to ensure their proposals meet all the requirements of the RFP. Some of these documents are directly referenced in Exhibit A – Statement of Work and contain essential program requirements. Access to the TRL will be by appointment only. An appointment can be scheduled by contacting Liz Miles at (619) 584-5015. Appointments will be available between 8:00 a.m. and 3:00 p.m., Monday through Friday, excepting County holidays.

Most of the documents in the TRL will also be available at a web-based library. This library is located at <http://www2.sdcountry.ca.gov/hhsa/ServiceCategoryDetails.asp?ServiceAreaID=551> . It is expected that this library will be accessible within ten (10) calendar days of release of the Request for proposal (proposal issue date).

Budgets for all existing programs included in this procurement are available in the TRL.

The initial contract term will be for a period of three (3) years beginning July 1, 2006 and continuing through June 30, 2009 with three (3) one year county options through June 30, 2012.

PROPOSALS ARE DUE MAY 26, 2006, NO LATER THAN 3:00 P.M. LOCAL TIME AT THE RECEPTION DESK AT THE DEPARTMENT OF PURCHASING AND CONTRACTING AT 5555 OVERLAND AVE, SUITE 1111, BLDG 11, SAN DIEGO, CA 92123.

Late submissions cannot be considered unless they are the only ones received or there was mishandling on the part of county staff.

Potential offerors are encouraged, not mandatory, to attend a pre-proposal conference on **May 5, 2006 from 1:00 PM to 2:00 PM, at County of San Diego Mental Health Services, 3255 Camino del Rio South, San Diego, CA 92108 in the Garden Room.** Questions and requests for clarification related to definition or interpretation of this RFP may be presented at this conference or shall otherwise be requested in writing.

This RFP package includes:

- Cover Page (P&C 600 Form) - Requests necessary Offeror information and includes the Offeror's signed authorization for the proposal.
- Representations and Certifications Form - Requests additional Offeror information related to 501 (c) (3) status, affirmative action and pricing.
- Proposal Terms and Conditions
- Submittal Requirements
- Draft Pro Forma contract, which includes:
 - Exhibit A "Statement of Work"
 - Exhibit B "Insurance"
 - Exhibit C "Pricing"
- Attachments (if needed, will be listed after the applicable exhibit)

This will be a competitively negotiated procurement. The County may decide to award contracts without negotiation; therefore, Offeror's shall submit their best proposal initially. The County reserves the right to award contracts to the Offeror submitting the proposal determined to be most advantageous and in the County's best interest, price and other factors considered.

Questions and requests for clarification related to definition or interpretation of this RFP shall be requested in writing no later than 3:00 PM, May 9, 2006, those received after this date may not be answered at the discretion of the County. Questions should be submitted in writing by e-mail (preferred), or fax, or U. S. mail, to:

Questions – RFP 1448 - Children's

By email:

Raul.arzola@sdcounty.ca.gov

By Fax: (858) 694-3581

By US Mail:

County of San Diego, Office of Purchasing and Contracting
Attn: Raul Arzola, Procurement Contracting Officer
5555 Overland Avenue, Building 11, Mail Stop O32
San Diego, CA 92123

This solicitation is available for download from the County's Internet site at www.sdcounty.ca.gov.

- Under Quick Links - Select "BuyNet". If already registered select:
- Select "Requests for Bids and Proposals"
- Select the RFP Number to access the files.
- If not yet registered please follow the instructions and register under UNSPSC code 851217.0000

It is the offeror's responsibility to check for addenda on the web site. The County cannot notify those who download solicitation documents from the web site of changes or addenda. The master copy of the proposal documents offered for electronic download shall be considered the original. If you are unable to download this document, you may contact Contract Clerical Support at (858) 694-3062 and a hard copy will be mailed to you.

If you have any questions or comments regarding this solicitation, please contact Raul Arzola, Procurement Contracting Officer at 858-694-3060 or by email at raul.arzola@sdcounty.ca.gov

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM: RA

COUNTY OF SAN DIEGO REQUEST FOR PROPOSALS
THIS IS NOT AN ORDER

MAIL OR DELIVER YOUR PROPOSAL TO:
County of San Diego, Office of Purchasing and Contracting
5555 Overland Avenue, Building 11, Mail Stop O32
San Diego, CA 92123

FOR INFORMATION, PLEASE CALL

Raul Arzola, PCO: (858) 694-2166

FAX: (858) 694-3581; E-MAIL ADDRESS: raul.arzola@sdcounty.ca.gov

Proposals shall be *received* at the above address

prior to **3:00 PM LOCAL TIME, May 26, 2006**

**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

Contractor shall operate a voluntary walk-in (unscheduled) assessment center that provides age and culturally appropriate urgent/crisis mental health evaluations to children and youth, located in the North Region of San Diego County. This clinic may operate in conjunction with an existing mental health clinic currently in the region. Linkages for additional mental health services are expected to be established with clinics/programs throughout San Diego County, as appropriate, but may also be to the contractors existing mental health clinic. In addition, contractor shall operate a voluntary mobile assessment team (MAT) to meet the direct community needs of children and youth in crisis within in the North Region of San Diego County, with a primary focus on diverging from unnecessary hospitalization and establishment of linkages for further mental health services. This MAT service will not be afforded WIC5150 detainment authority, unless the clinic is LPS certified.

If awarding multiple contracts and/or services would result in cost, outcome performance, or other efficiencies to the county, offerors may include in their responses to the request for proposals a linked proposal between any combination of RFPs consisting of an Exhibit C Budget Schedule and a narrative, pursuant to the 3rd paragraph of the submittal requirements. Linked proposals must be in a separate sealed envelope from the actual proposals. The outside of the envelope should have the same information required above, except state "linked proposal for [state the RFP numbers]".

The contract's initial term will be from July 1, 2006 through June 30, 2009 with (3) three, one year options are authorized, extending the period of performance through June 30, 2012, and up to an additional six month if necessary.

PRE-PROPOSAL CONFERENCE AND RFP QUESTIONS

There will be a pre-proposal conference on May 5, 2006 from 1:00 PM to 2:00 PM, at County of San Diego Mental Health Services, 3255 Camino del Rio South, San Diego, CA 92108 in the Garden Room. Questions received after 3:00 PM on May 9, 2006, may not be answered, at the discretion of the County. An addendum will be issued in response to questions, which will only be available by downloading from Buynet.

TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW

Offeror hereby acknowledges receipt the RFP 1448 and Addenda Number 1 through [].

OFFEROR INFORMATION:

Firm Name:

Street:

City/State/Zip:

Offer Date

Phone No: ()

Fax No: ()

E-Mail Address:

Contact Person: Name:

AUTHORIZATION FOR OFFER (**Must be signed**):

By: _____
Signature

Name:

Title:

Phone No: ()

FAX: ()

(If other than above)

Title: E-Mail Address:

NOTE: RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 5555 Overland Ave, Building 11 or by downloading from the department's Web site "Buynet II" at <http://buynet.sdcountry.ca.gov/>. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.

**COUNTY OF SAN DIEGO
REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with bid or proposal.

1 NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 2.

2 BUSINESS REPRESENTATION

2.1 DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

2.2 REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

(Mark all applicable blanks). This offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 1.1.

I am currently certified by (Government. Agency)

Certification #:

3 CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that it or any of its officers:

- 3.1** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 3.2** Have not within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- 3.3** Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 3.2 of this certification; and
- 3.4** Have not within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 3.5** Are not presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4 CERTIFICATE OF CURRENT COST OR PRICING

"This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this bid or proposal, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of (date) ."

5 CERTIFICATE OF INDEPENDENT PRICING

- 5.1** By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:
- 5.2** The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other bidder or offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements: and
- 5.3** Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and
- 5.4** No attempt has been made or will be made by the bidder or proposal to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

6 TAX IDENTIFICATION NUMBER

(Corporations) Federal Tax I.D. #

CERTIFICATION:

The information furnished in Paragraph 1 through 6 is certified to be factual and correct as of the date submitted.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR BIDS OR PROPOSALS

1 Purchasing and Contracting Representations and Certifications Form (P&CREP&CERTSRM)

REQUEST FOR PROPOSALS (RFP) NO. 1448
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
CHILDREN'S WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
RFP TERMS and CONDITIONS

1 RFP PROCESS

- 1.1 RFP's shall normally be made available on the County of San Diego's BuyNet site. Firms may request a hard copy from Purchasing and Contracting Clerical Section.
- 1.2 The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the first pre-proposal conference can be found in the Cover Letter to this RFP and on the County BuyNet site under NOTICES on the Request for Bid or Proposals page.
- 1.3 Diligence Material, if provided, is subject to the following disclaimer: The County nor any of its agents, advisors, or representatives: has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Diligence Material. Without limiting the generality of the foregoing, the Diligence Material may include certain assumptions, statements, estimates, and projections provided by or with respect to the County. Such assumptions, statements, estimates, and projections reflect various assumptions made by the County, which assumptions may or may not prove to be correct. No representations are made by the County as to the accuracy of such assumptions, statements, estimates, or projections.
- 1.4 Offerors Inquiries and County Responses - All contacts from your organization related to this RFP or your Proposal must be directed in writing exclusively to the County's Contracting Officer. You should not attempt to contact any other County personnel about this RFP unless authorized by the Contracting Officer.
- 1.5 Written addenda to the RFP may be issued to provide clarifications, corrections, or to answer questions.
- 1.6 Proposals must be submitted by the time and Date specified in the PC Form 600 and/or the Cover Letter. Late submissions cannot be reviewed unless it is the only one received or there was mishandling on the part of County staff.
- 1.7 Proposals will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.8 The County's Contracting Officer may seek clarifications for the SSC. The Contracting Officer shall determine the appropriate means of clarification: telephonic, e-mail, letter, or oral interviews.
- 1.9 Upon recommendation of the SSA, negotiations may be held with one or more offerors. Negotiations will be concluded with those firms remaining in the competitive range, which shall conclude with a request for best and final offer.
- 1.10 The County of San Diego, Contracting Officer will notify all Offerors and post a Notice of Intent to Award for five workdays after receipt and approval of the Source Selection Authority(s) recommendation to award.
- 1.11 The Office of Purchasing and Contracting will notify all Offerors of the status of each Proposal, prior to posting the Notice of Intent to Award.

2 SUBMISSION OF PROPOSAL

- 2.1 RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 5555 Overland Ave, Building 11 or by downloading from the department's Web site "BuyNet" at <http://63.200.213.30/cnty/cntydepts/general/prchcntr/newfctns.hts>. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.
- 2.2 It is understood and agreed upon by the Offeror in submitting a Proposal that the County has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the County evaluation concerns about competing Proposals. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.
- 2.3 Offerors shall submit an original prior to the date and time specified. In addition the offeror may be requested to submit additional copies, these copies should be submitted along with the original. Failure to submit the required number of copies may result in finding of non-conformance. Originals should be clearly marked.

REQUEST FOR PROPOSALS (RFP) NO. 1448
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
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- 2.4 Unless otherwise specified proposals shall be on 8-1/2" x 11" white bond paper with no less than 1/2" margins and ten (10) point font. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Ensure that each copy is securely fastened, and original and all copies are submitted in a sealed envelope or box with the RFP number and the name and address of the offeror on the outside of the package/container. Note: There does not need to be a separate envelope or package for each of the copies.
- 2.5 Unless other specified the Proposal shall conform to the following format:
- 2.5.1 A completed and signed PC 600 Form shall be submitted as the cover of your proposal.
 - 2.5.2 A completed and signed Representations and Certifications form shall be submitted as the second page of your Proposal.
 - 2.5.3 A table of contents listing, by page number and all other contents of the Proposal shall be submitted after the Representations and Certifications form.
 - 2.5.4 The proposal shall be in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable question or requirement.
 - 2.5.5 Each Proposal shall be typed and be concise but comprehensive. Proposal shall not include promotional material. Proposal shall be in accordance with the requirements discussed herein.
 - 2.5.6 All information provided shall be verifiable by telephone. The County may, but is not obligated to, use only those telephone numbers and names of contacts provided in the Proposal.

3 EVALUATION AND SELECTION

- 3.1 Proposals will be evaluated based upon the information provided in response to the RFP "Evaluation and Submittal Requirements" and other information known to the County. This information may be provided by written material, electronic means, or oral presentations.
- 3.2 The "Evaluation and Submittal Requirements" may authorize the use of Presentations as a primary method of presenting the offerors proposal. The Committee may invite each Offeror to make a presentation to the County at a date, time and location determined by the County. The purpose of such presentations would be to allow the Offerors to present their proposed solutions to the County and the key points in their Proposals will be evaluated by a Source Selection Committee (SSC).
- 3.3 The evaluation to determine the competitive range shall use the non-exclusive list of criteria contain in "Evaluation and Submittal Requirements".
- 3.4 The overall total cost to the County will be considered in evaluation. Although cost may be of lesser importance as an evaluation factor, it should not be ignored. The degree of importance will increase with the degree of quality of the proposals with respect to the other evaluation factors.
- 3.5 It is in the best interest of the County to have a balanced contract portfolio and will be considered in the evaluation. Although cost may be of lesser importance as an evaluation factor, it should not be ignored. The degree of importance will increase with the degree of quality of the proposals with respect to the other evaluation factors.
- 3.6 The County reserves the right to request clarification and/or request additional information from Offerors if necessary. Such clarifications and/or additional information shall be submitted by the Offerors as an Addendum to the Proposal upon request of the Contracting Officer. However, since no additional input may be required, Offerors are advised to submit complete information in the Proposal.
- 3.7 The Source Selection Authority may, at its sole discretion, authorize the Contracting Officer to enter into negotiations with any Offerors found to be in the competitive range.
- 3.8 Best and Final request will be issued at the conclusion of negotiations and may contain additional selection discriminators. The Source Selection Committee shall review best and finals responses and make an award recommendation to the SSA.

REQUEST FOR PROPOSALS (RFP) NO. 1448
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
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RFP TERMS and CONDITIONS

- 3.9 Upon Posting of the Notice of intent to Award, the Contracting Officer will enter into contract finalization negotiations and upon the successful completion, award an Agreement with the Offeror whose Proposal has been ranked first by the County on the basis of best value to the County.
- 4 SIGNATURE.** All Proposals shall be signed by an authorized officer or employee of the submitting organization. The title of the authorized officer or employee, the name, e-mail, address and phone and fax number of the organization shall be included. Obligations committed by such signatures shall be fulfilled.
- 5 COST COMPARISONS.** The County Charter requires a finding of economy and efficiency prior to award of contracts for service that can be performed by persons employed in the Classified Service to an independent contractor. It is the intent, subject to a finding of economy and efficiency, to contract for these services. The cost comparison is subject to review and approval by the Chief Administrative Officer.
- 6 PROPRIETARY INFORMATION.** All proposals become the property of the County of San Diego unless return is specifically requested as specified in Paragraph 9. The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the County if litigation results.
- 7 UNNECESSARILY ELABORATE INFORMATION.** Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective Proposal are neither necessary nor desired.
- 8 COUNTY COMMITMENT**
- 8.1 County shall have the right to reject or accept any Proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.
- 8.2 This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 8.3 The County reserves the right to terminate this RFP at anytime prior to contract execution.
- 8.4 No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- 9 LATE, MODIFIED, OR WITHDRAWN PROPOSAL**
- 9.1 Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and
- 9.1.1 It was sent by mail, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the County; or
- 9.1.2 It is the only Proposal received.
- 9.2 Any modification of a Proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as the initial submission.
- 9.3 Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all Proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by an Offeror or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the Proposal prior the posting of Notice of Intent to Award o contract award.
- 10 NON-CONFORMING SUBMISSIONS.** Any submission may be construed as a non-conforming Proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical features, and acknowledgment of receipt of amendments, are common causes for holding a Proposal non-conforming.

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RFP TERMS and CONDITIONS

- 11 KNOWLEDGE OF RFP AND PROPOSAL CONDITIONS.** Before submitting a Proposal, Offerors shall carefully read all sections of this RFP, including all forms, schedules and exhibits, and shall fully inform themselves as to all existing conditions and limitations.
- 12 DUTY TO INQUIRE.** Should an Offeror find discrepancies in or omissions from the RFP, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's Web site "BUYNET." **It is the Offerors responsibility to periodically check the Web site for such addenda.** The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet website.
- 13 EXPLANATION TO PROPOSERS.** Any explanation desired by an Offeror regarding the meaning or interpretation of the Proposal must be directed in writing exclusively to the County's Contracting Officer. The preferred method of delivering written questions is by e-mail or by an internationally recognized courier to the address listed in the Cover Letter. Telephone calls will not be accepted. In no event will the County be responsible for ensuring that prospective Offerors' inquiries have been received by the County. You should not attempt to contact any other County personnel about this RFP solicitation. Oral explanations or instructions will not be binding. Any explanation concerning a solicitation will be provided to all prospective Offerors through posting on BUYNET in the form of an addendum to the solicitation. **No response will be provided to questions received after the date stated in the Cover Letter.**
- 14 PROTEST PROCEDURE.** County policy requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place.
- Protests must be submitted to the Director of Purchasing and Contracting within five (5) days of posting of notice of contract award in accordance with Board of Supervisor's Policy A-97 titled "Protest Procedure for Award of Contracts." Copies of the Board Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at <http://www.sdcounty.ca.gov/> under the Clerk of the Board's page.
- 15 DEBRIEF AND REVIEW OF CONTRACT FILES:** When an Offeror has been notified by the Contracting Officer, that the proposal is no longer being considered for award, the Offeror may request a "debriefing" from the Contracting Officer on the findings about that one proposal (with no comparative information about proposals submitted by others).
- After contract award, any interested party may make an appointment to review the files to look at all Proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by the reviewer will be prepared and sold to the requestor at current County prices for such information.
- 16 NEWS RELEASES:** Offerors shall not issue any news release pertaining to this RFP without prior written approval of the County's Contracting Officer, which may be withheld in such Officer's sole discretion. A minimum of two- (2) business day's notice is required for approval.
- 17 CLAIMS AGAINST THE COUNTY:** Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).
- 18 EMPLOYMENT OFFERORS:** Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.
- 19** Timing and sequence of events resulting from this RFP shall ultimately be determined by the County.

**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
SUBMITTAL REQUIREMENTS**

The submittal requirements listed below are in descending order of importance by paragraph, not subparagraphs, and will be weighted in the evaluation of the Offeror's written and oral proposals accordingly. The proposal should give clear, concise information in sufficient detail and in the order presented below to allow an evaluation based on these requirements. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation. An Offeror must, therefore, be acceptable in all three areas to be eligible for award of a contract. The expectation is that those proposals in the competitive range and considered for contract award will exceed the minimum requirements.

All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement. Submit the proposal files on a CD, plus an original and eight (8) copies of each proposal, prior to the date and time specified in the cover letter and PC600 form.

Each proposal will be evaluated individually on its own merits. However, if submitting for more than one of the following RFPs and if award of contracts for multiple proposals will result in efficiencies to the County through lower pricing, higher outcomes or other benefits, also submit one original and eight (8) copies of a separate Exhibit C – Budget. Linked Proposals and Budgets must be in a separate sealed envelope from the regular proposals. The outside of the envelope should be marked with the RFP number and the words "Linked Proposal" and any other proposals which the proposer wishes to link, and the Offeror's name and address.

To assist in clearly describing how the work specified in the Statement of Work will be accomplished, samples, literature, Program Description Attachments such as flow charts, tables, and other graphic aids and other materials supporting the program description may be submitted as appendices to the proposal. However, all appendices must be in a separately bound volume(s). It is good practice, if you choose to provide the extra volume(s), to include information in your proposal that tells the evaluator what items they should look for in the extra volume(s) and the purpose for each particular inclusion. *Offerors are cautioned that evaluations may be made solely on the information provided in the proposal and without review of the appendices.*

1. Program Description

Prepare a program description for the proposed service for which proposals are being submitted, in 25 pages or less, describing in detail Offeror's overall program design and program services, how they will operate and provide the services required in Exhibit A – Statement of Work. Descriptions should be in the sequential order in which each work component is listed in Exhibit A; label each description with the appropriate Paragraph number from Exhibit A. Focus on the methods and procedures that the Offeror will use to meet the requirements specified in Exhibit A. In your program service description, include the following:

1.1. Target Population

- 1.1.1. Describe the unique characteristics and specific needs of the target population, including cultural and linguistic.
- 1.1.2. Describe the issues in accessing the target population and strategies to mitigate those.
- 1.1.3. Identify plans to prioritize and engage with target population.
- 1.1.4. Proposed program hours of operation that will meet client needs.
- 1.1.5. Describe the characteristics of the area to be served.

1.2. Program Design and Services Description

Describe Offeror's overall program design and the methods for accomplishing the program service requirements in Exhibit A, including:

**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
SUBMITTAL REQUIREMENTS**

- 1.2.1. Describe the proposed program model, including evidence based practice or best practices, if applicable.
- 1.2.2. Describe how you will design services to meet the needs of the target population.
- 1.2.3. Describe strategies for outreach to the target population.
- 1.2.4. Describe staffing for the program and type of services each staff member will provide. Describe proposed staff productivity level for annual billable time for the initial year of service.
- 1.2.5. Describe how the program will implement Children's System of Care values and principles via program design.
- 1.2.6. Describe strategies for strength-based program delivery.
- 1.2.7. Describe how the program will address co-occurring disorders.
- 1.2.8. Describe your collaboration with other community partners that serve the same target population in implementing services.
- 1.2.9. Describe how the region(s), location(s) and hours in which services will be provided will meet the needs of the target population.
- 1.2.10. Describe how the program will measure effectiveness of services delivered and any additional outcomes that will be used to measure the effectiveness of the program.
- 1.2.11. Describe how the program will operate as a stand alone program, or how the program will operate if an element of another program.
- 1.2.12. Describe if the program will use telepsychiatry, and if yes, how it will be used.
- 1.3. **Implementation Plan:** Provide an action plan for program implementation for each program. Include a Gantt chart (or similar type of chart) showing the proposed schedule of events and actions leading up to a fully functioning program, assuming a service effective date of July 1, 2006. Implementation plan shall include, but not be limited to, the following:
 - 1.3.1. Describe recruitment efforts to fill program positions and the estimated timeline for achieving full staffing.
 - 1.3.2. Include the estimated timeline for implementing fully operational facilities meeting all applicable State, County, and City requirements and for acquiring appropriate program-related licenses, permits, and certifications. Timeline shall extend through when first client is seen.
 - 1.3.3. Describe how the program will ensure the safety and security of the target population waiting to access service in the reception area of the Walk-In Assessment Center.

2. Experience, Proposed Organization, Management and Staffing

- 2.1. **Offeror's Resume.** Provide a resume of Offeror's experience within the last five years for the proposed services described in Exhibit A "Statement of Work." Include Offeror's knowledge and experience in the following areas:
 - 2.1.1. Providing similar services to a comparable population. Be specific about locations and dates of service.
 - 2.1.2. Provide average number of clients served per year.
 - 2.1.3. Describe how the Offeror is uniquely capable of providing the services requested in the RFP.
 - 2.1.4. Experience implementing evidence based practices including type of program and length of operation.
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**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
SUBMITTAL REQUIREMENTS**

- 2.1.5. Experience providing mental health services to the target population.
- 2.1.6. Experience operating a Short Doyle/Medi-Cal program (i.e. have provided services billable to Short Doyle/Medi-Cal as an organizational provider).
- 2.1.7. Developing and implementing programs and services for persons with co-occurring disorders.
- 2.2. References. Provide a minimum of three (3) and no more than five (5) references for the Offeror's most relevant projects and/or programs within the past five (5) years. These references shall include all contracts Offeror has had with the County of San Diego Health and Human Services Agency within the last two (2) years. Offeror may increase the maximum number of references to ten (10) to accommodate County references, provided that not more than seven (7) are County references. If Offeror has had more than seven (7) County contracts in the past two (2) years, list those seven (7) contracts that are most recent and/or relevant. Each reference should be summarized in no more than one page and should include the following:
 - 2.2.1. Reference organization's name and purpose.
 - 2.2.2. Reference organization's address, phone, email address (if available), and fax number.
 - 2.2.3. Contact person(s) representing the reference organization, title, phone and fax numbers, and e-mail address. The reference contact persons must be familiar with the Offeror and the Offeror's relevant experience and performance.
 - 2.2.4. A summary narrative of the applicable services provided by Offeror for the reference organization, objectives, and results. Explain how the experience gained could be beneficially applied to this program.
 - 2.2.5. Total costs and term of services.
- 2.3. Organization and Staffing.
 - 2.3.1. Organization Chart. Provide an organizational chart that describes the Offeror's overall organization and illustrates the relationship of the proposed program with other organizational divisions, programs, and sections. Indicate the lines of organizational management, authority, and responsibility.
 - 2.3.2. Staffing Chart. Provide a staffing chart that describes the Offeror's proposed program and identifies program staff positions and reporting responsibility. Offeror may combine both the organizational and staffing charts, as long as all of the requested information is presented.
 - 2.3.2.1. Provide a narrative description that explains how the proposed staffing as reflected in the staffing chart required in Submittal Requirements 2.3.2 will be adequate to meet the minimum requirements of Exhibit A – Statement of Work.
 - 2.3.3. Resumes for Key Executive and Management Staff. Provide resumes for Offeror's chief executive and all other executives and managers in the chain of command from the chief executive through the program manager.
 - 2.3.4. Job Descriptions. Provide a job description for all program staff positions, including administrative, support, and direct service staff by title, duties/responsibilities, positions supervised, minimum requirements for employment (skills, education, experience, licenses, certifications, etc.), title of direct supervisor, hourly rate range and benefits, and, if not a full-time position, identify the portion of a full-time position, such as 0.75, 0.5, etc.
 - 2.3.5. Training. Provide a training plan, including timelines, for staff and volunteers including initial training and orientation, continuing education, course descriptions, and hours per staff. Identify any planned training in best practice models.

**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
SUBMITTAL REQUIREMENTS**

- 2.3.6. Cultural Diversity. Describe how Offeror shall ensure that program staff are culturally competent to serve the culturally diverse backgrounds of the clients in the community including:
- 2.3.6.1. Provision of a Human Resource Plan for recruiting, hiring, and retaining staff reflective of the major cultural groups to be served.
 - 2.3.6.2. Identification of a process to determine bilingual proficiency of staff in at least the threshold languages for the County.
 - 2.3.6.3. Arrangements that will be made for language translation services when staff do not have the capability to speak a client's language using the County's contracted interpreter services, as necessary.
 - 2.3.6.4. Ongoing cultural competency training provided to staff and how this will be reinforced in the program.
 - 2.3.6.5. Demonstration of integration of cultural competence standards described in the San Diego County Mental Health Services Cultural Competence Plan.
- 2.3.7. Litigation. State all lawsuits, litigation and regulatory actions in which Offeror or other principals thereof have been involved in the last five (5) years. Provide a brief explanation of the reasons for the actions, their status, how they were resolved, and if there were any penalties, fines, or other actions taken.

3. Financial Information

- 3.1. Budget. Submit detailed budgets in the format provided. The budgets should reflect all staffing, operational, and overhead expenses necessary to meet the service delivery requirements of the program as described in Exhibit A – Statement of Work.
- 3.2. The proposed budgets should assume the same level of funding for the entire contract term, including all option periods as noted below in 3.2.3.
- 3.2.1. Include any non-County income or fees anticipated from other sources (e.g., client fees, grants) as provided for in the budget forms.
 - 3.2.2. Complete Medi-Cal revenue section (lines 28 and 29) of the Budget Summary page.
 - 3.2.3. Submit budgets for each of the following contract periods:
 - 3.2.3.1. Initial term:
 - 3.2.3.1.1. Fiscal Year July 1, 2006 through June 30, 2007.
 - 3.2.3.1.2. Fiscal Year July 1, 2007 through June 30, 2008.
 - 3.2.3.1.3. Fiscal Year July 1, 2008 through June 20, 2009.
 - 3.2.3.2. Option periods:
 - 3.2.3.2.1. Each of three fiscal years from July 1, 2009 through June 30, 2012, contingent upon approval of funding by the State of California.
 - 3.2.3.2.2. Additional six-month option to extend from July 1, 2012, through December 31, 2012.
- 3.3. Cost Allocation Plan. Submit a cost allocation plan that identifies how organizational overhead costs that cannot be directly charged to the program shall be allocated to the program.
- 3.4. Compensation. Compensation will be by cost reimbursement for all staffing, operational, and overhead expenses.
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**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
SUBMITTAL REQUIREMENTS**

- 3.5. Accounting System. Describe how Offeror's accounting system shall segregate, control, and account for all expenses, revenues, funds, assets, and property for each County contract distinct from other contractor activity, and that the system functions in accordance with generally accepted accounting principles and applicable Office of Management and Budget Circulars such as OMB A-122 Cost Principles for Non-Profit Organizations.
- 3.6. Fiscal Management. Briefly outline the fiscal management process for monitoring program expenses and revenues to ensure the program's ongoing ability to meet all service delivery requirements.
- 3.7. Financial Statements. Provide documentation that Offeror has sufficient operating capital or line of credit for operational expenses to support and sustain the proposed program for a minimum of sixty days. Include a complete set of audited financial statements for the last three fiscal years and quarterly statements for the current fiscal year including the information described below (un-audited statements will be acceptable if audited statements are not available for the most recent periods):
- 3.7.1. Balance sheets.
 - 3.7.2. Income statements.
 - 3.7.3. Statement of Cash Flow.
 - 3.7.4. Auditor's Report, including notes to financials.
- 3.8. Additional Funding or Other Resources. Describe the Offeror's approach to identifying potential additional funding or other resources that may be available to sustain the program. Identify any current or anticipated resources, and how Offeror will obtain the funding.
- 3.9. Start-up Funding. Start-up funding of 8 – 12% of the first full year of MHSA funding is available for approved expenditures. A separate budget and spending timeline must be submitted for start-up costs.
- 3.9.1. Start-up costs are limited to those expenditures associated with the development and implementation of the MHSA component of the program. Examples of approved expenditures include the costs of staff hiring, initial staff training and development (ongoing training and development should be included in the annual operating budget), equipment, supplies and materials, and facility remodeling necessary to fully implement the MHSA component of the program. Start-up funds may not be used to supplant or supplement Offeror's regular operating expenses.
 - 3.9.2. The timeline for expending start-up costs is from the date of contract execution to six (6) weeks past the service delivery start date for MHSA services. At the end of the six-week period, an evaluation of the start-up cost expenditures will be made and remaining start-up funding may be rescinded.
 - 3.9.3. Start-up costs will be reimbursed based on actual costs (cost reimbursement).
- 3.10. Linked Proposed Budget (Optional) – The submission of linked Proposal and Budget is optional. If awarding multiple contracts would result in cost, outcome performance, or other efficiencies to the County, Offerors may submit a separate linked proposal consisting of Exhibit C Budget and a narrative justification of the proposed efficiencies in sufficient detail to be able to evaluate the associated efficiencies for reasonableness.
- Linked Proposals and Budgets must be in a separate sealed envelope from the regular proposals. The outside of the envelope should be marked with the RFP number and any other proposals which the proposer wishes to link, and the Offeror's name and address.

DRAFT PRO FORMA CONTRACT

INCLUDES:

- 1.1.1.1.1 Exhibit A “Statement of Work”**
- Exhibit B “Insurance”**
- Exhibit C “Pricing/Budget” (budget forms
in technical library)**

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

Highlighted items to be completed by County staff

This Agreement ("Agreement") is made and entered into on the date shown on the signature page ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and Contractor **[enter full corporate title, describe company, located at (complete address)]** ("Contractor"), with reference to the following facts:

RECITALS

- A.** The County, by action of the Board of Supervisors **[Board letter Date and Minute order number]** authorized the Purchasing and Contracting Director, pursuant to Article XXIII, Section 401 of the Administrative Code, to award a Agreement for **[Name of Project]**.
- B.** Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C.** The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D.** The Agreement shall consist of this Pro Forma Agreement; Exhibit A Statement of Work; Exhibit B Insurance Requirements; and Exhibit C Contractor's Budget.
- E.** In the event that any provision of the Pro Forma Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Pro Forma; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; Fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. Contractor's duties under this Agreement shall be performed on behalf of the Contractor by the person identified on the signature page. ("Contractor's Representative"); Contractor represents and warrants that (1) Contractor's Representative has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent Contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

Any subcontract, or a combination of subcontracts to the same individual or firm for the Agreement period which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the Agreement, whichever is less must have prior concurrence of the Contracting Officer Technical Representative. Contractor shall provide Contracting Officer Technical Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Technical Representative.

**ARTICLE 2
SCOPE OF WORK**

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
 - 2.3.1 Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property, which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Technical Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

ARTICLE 3

RESERVED

ARTICLE 4

COMPENSATION

- 4.1 Compensation is on the signature page. The County is precluded from making payments prior to receipt of services (advance payments). Invoices are subject to the following requirements:
- 4.2 Agreement Budget.
- 4.2.1 Budget Schedules. The Summary of the Bronzan-McCorquodale Act Program Cost along with the following Budget Schedules are required as part of this Agreement and shall be submitted in a form acceptable to the County:
- Agreement Program Budget Summary
Schedule I – Agreement Budget
Schedule II – Fixed Assets/Consultant Agreements
Schedule III – Indirect Cost Statement
Schedule IV – Short-Doyle/Medi-Cal Program
- These schedules are attached hereto in Exhibit C and by this reference incorporated herein, and shall constitute Contractor's budget for services to be performed by Contractor and shall document County's financial support under this Agreement.
- 4.2.2 Budget Guidelines. Except as otherwise expressly provided for in this Agreement, all cost estimates, revenue estimates, estimated units of service, estimated costs per unit of service, and all other financial and statistical data reflected in Contractor's budget are intended by the parties hereto to be used as general guidelines for establishing the reasonableness of cost to be incurred by Contractor, and shall not be construed as being specific constraints or limitations against Contractor's actual performance under this Agreement.
- 4.3 Invoices Or Claims And Payment.
- In consideration of the services performed by Contractor pursuant to this Agreement, County shall reimburse Contractor for the actual cost of performing such services, subject to the cost reimbursement limitation as provided for below.
- 4.3.1 Reimbursement. Reimbursement shall be limited to those costs, which are applicable to services provided pursuant to the State of California Short-Doyle program. Such reimbursement made by County and received by Contractor constitutes payment for all such services rendered during the Agreement period by Contractor. This Agreement does not provide for reimbursement for the cost of any other services rendered by Contractor. This Agreement shall provide for reimbursement only for those costs represented by requirements in Exhibit A "Statement of Work," and as described herein.
- 4.3.2 Reasonable Cost. Reimbursement for the cost of services performed by Contractor pursuant to this Agreement shall be limited to those costs, which County and/or the State of California consider to be reasonable, necessary, proper, fair and not extreme for such services. Basic tests for determining the reasonableness of cost incurred by Contractor in the performance of this Agreement shall include customary charges to other third-party payers (e.g., Medicare, Medi-Cal, etc.) for similar services and prevailing charges that are most frequently and widely used in the County for similar services.
- 4.3.3 Budgeted Cost. Reimbursable cost pursuant to this Agreement shall be limited to specific amounts budgeted by Contractor in accordance with the provisions set forth herein. Contractor shall utilize County developed formats in preparing all budgets and budget revisions. County has developed software applications related to budgets. County agrees to provide technical support only for those software applications utilized by Mental Health Services.
- 4.3.4 Partial Performance. If less than all services required of Contractor pursuant to this Agreement are performed in a proper and timely manner, only those services that have been performed in a proper and timely manner for the period that this Agreement has been in effect shall be subject to cost reimbursement in accordance with the terms of this Agreement. The reasonable cost of such services (as determined by the Local Mental Health Director) shall constitute full and complete reimbursement for such service.
- 4.3.5 Other Revenue Sources. It shall be the obligation and responsibility of the Contractor to determine and claim revenues from all possible sources other than the County as reimbursement for the cost of treatment services rendered to patients pursuant to this Agreement. Such revenues shall include, but not be limited to, patient fees, patient insurance, Medicare, and payments from other third-party payers. Determination of patient eligibility for coverage under the Medicare or other reimbursement programs is the responsibility of Contractor. County does not assume responsibility for such certification procedures. In conformity with State rules and regulations applicable to the reporting of such revenues, in the determination of the amount due Contractor as reimbursement under this Agreement, there shall be deducted from the

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

gross amount of cost otherwise determined to be reimbursable, the amount of all such payments received from or on behalf of the patients for which services were rendered by Contractor pursuant to this Agreement. Amounts of claims or bills against other revenue sources which remain unpaid because the payer finds such claims or bills to have been submitted by Contractor in an untimely, improper, or incomplete manner shall be considered as revenues collected and shall be deducted from gross cost in determining the amount to be claimed for reimbursement from County, provided that County concurs with the decision effected by such payer.

- 4.3.6 Fees for Service. All fees charged to patients for services rendered by Contractor pursuant to this Agreement shall be based upon the patient's ability to pay for such services as determined in accordance with the "Uniform Method of Determining Ability to Pay" (UMDAP) promulgated by the State of California Department of Mental Health and in no event shall exceed the annual liability incurred by the client. In no event, however, shall the fee charged to patients (or to other third-party payers) pursuant to this Agreement exceed Contractor's estimated actual cost for such services. No patient shall be denied any services offered by Contractor under this Agreement because of inability to pay for such services. Any administrative reduction of UMDAP fees or annual liability must be approved by the Mental Health Agreement Manager. Contractor shall be responsible for appropriate identification of clients that meet County Medical Services eligibility criteria on the financial eligibility work sheet and reporting of same to County.
- 4.3.7 Comparison of Cost or Charges. Contractor agrees that final compensation for those services rendered to Clients eligible under the State of California Medical Assistance Program (Medi-Cal) shall be determined as the lower of reasonable cost or customary charges for those services as set forth in Chapter 26, Medicare Provider Reimbursement Manual HCFA 15, and as modified and/or amplified by directives issued by the State Department of Mental Health. Reasonable cost shall be those aggregated total adjusted gross costs otherwise determined in the cost accumulation process for each of the services offering treatment to Clients eligible under the Medical Assistance Program. Customary charges shall be the sum of the products of the customary posted charge rate for each service made to the general public, insurance companies, etc., and the audited unites of service provided to Clients eligible under the Medical Assistance Program in that service. If the charges are posted for each service only once a year, the computation will be made for the year as a whole. If the charges are posted more frequently than annually (e.g., quarterly), the total charges for the year will be the sum of the computations for each of the periods for which the rates are posted.
- 4.3.8 Maximum Cost Reimbursement. In no event shall the total amount of reimbursement paid to Contractor by County for the cost of services provided pursuant to this Agreement exceed County's maximum financial obligation as specified in the Signature Page unless this Agreement is amended in writing and approved by both parties to the Agreement as provided for in Clause 6.1.
- 4.3.9 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall have the right to terminate this Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

4.4 Method of Reimbursement.

Subject to the cost reimbursement limitation specified herein, County shall reimburse Contractor for the cost of services performed pursuant to this Agreement on the basis of claims (AUD 115) and cost reports prepared by Contractor in accordance with generally accepted cost accounting principles. Such claims and cost reports shall be prepared according to the instructions provided by County with the forms and shall be submitted by the 15th day of the month following the month of service to the County at the address indicated in the Signature Page. Contractor's monthly claims shall include a statement certifying whether it is in compliance with Paragraph 8.15 of this Agreement. For all services not recorded on the InSyst management information system, Contractor shall also submit a Supplemental Data Sheet by the 15th day of the month following the month of service.

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

Format or other necessary changes to these forms may be made by County from time to time, as needed, and necessary forms and instructions shall be furnished to Contractor by County for reporting purposes.

- 4.4.1 Payment. Except as hereinafter provided, compensation for services performed hereunder shall be paid to Contractor by County at the end of the Agreement period stated in the Signature page upon the County's receipt and approval of the properly completed claim and cost report forms for the period. Such reports shall clearly reflect and, in reasonable detail, provide information regarding the actual cost of services for which reimbursement from County is requested. All payments made to Contractor by patients or other third-party payers as reimbursement for the cost of services provided under this Agreement shall be reflected in such reports in conformity with applicable State rules and regulations, and shall be deducted from the gross operating cost in order to determine the amount of net operating cost subject to reimbursement by County.
- 4.4.2 Monthly Reimbursement. In order to facilitate cash flow, County may make monthly payments to Contractor as interim reimbursement for the cost of services performed pursuant to this Agreement. Such payments shall be 1/12th of the Agreement maximum subject to adjustment on a quarterly basis. Adjustments to Contractor monthly claims may be made if year-to-date claims exceed net operating cost subject to reimbursement by the County. The amount of any and all payments made to Contractor by or on behalf of the patients for which services were rendered by Contractor pursuant to this Agreement shall be deducted, in conformity with applicable State rules and regulations, from the gross amount of estimated reimbursable cost claimed against County in order to determine the amount of the interim reimbursement due Contractor hereunder.
- 4.4.3 Short-Doyle/Medi-Cal Payments. Claims filed with County for reimbursement of the cost of providing services to patients eligible for such services pursuant to the State of California Medical Assistance Program (Medi-Cal) shall be processed by County in the same manner as the claims filed for reimbursement of costs incurred in providing services to patients eligible for such services under the State of California Bronzan-McCorquodale Act Program. Such claims shall include additional claim forms as required by applicable State of California regulations.
- 4.4.4 Cost Reports. Cost reports shall be prepared by the Contractor and submitted on a quarterly basis. Contractors shall submit cost reports for the periods July 1 through September 30 (due October 31), July 1 through December 31 (due January 31), July 1 through March 31 (due April 30), and a final year-end cost report for the entire fiscal year ending June 30. The final quarter and year-end cost report is due 60 days after the end of the fiscal year (end of August). Such reports shall reflect the reporting basis (modified accrual) previously agreed to between County and Contractor, and shall be prepared in accordance with generally accepted accounting principles. The information reported shall conform to the requirements for the basis chosen, as set forth in the State of California Cost Reporting/Data Collection Manual and other applicable State regulations (even though Contractor maintains its accounting records on another basis), and shall reflect the results of Contractor's operations pursuant to this Agreement for the period commencing on the effective beginning date specified in the Signature page and ending on the last day of the quarterly period for which the reports have been prepared or on the effective termination date of this Agreement, whichever occurs first. Contractor shall utilize County developed formats in preparing quarterly cost reports. For first and third quarter cost reports, only Schedule I is required. Schedule I must include total costs by line item and Contractor revenue. County has developed software applications related to cost reports. County agrees to provide technical support only for those software applications utilized by Mental Health Services.

The timely submission of these reports is a necessary and material term and condition of this Agreement, and Contractor agrees that failure to meet specified deadlines will be sufficient cause to institute the penalties discussed in clause 4.4.6 below.

- 4.4.5 Cost Adjustments. At the end of the Agreement period, the sum of all payments made to Contractor by County pursuant to this Agreement shall be adjusted to the lower of the County's maximum financial obligation (as specified in the Signature Page) or actual net operating cost, based upon the Contractor's cost report for the period, subject to post-Agreement audit provided for in Clause 13.4 and State "caps" as defined in clause 4.3.7 above. Periodic adjustments in reimbursement rates may also be made by County during the period of this Agreement, as needed, based on information contained in the quarterly cost reports prepared by Contractor in accordance with the reporting requirements provided for below, and/or if appropriate, based on a fiscal review by County of Contractor's accounting and reporting system. It is expressly agreed to by both parties to this Agreement that the process of adjustment to the lower of experienced cost or Agreement maximum may result in reimbursement by County to Contractor at a rate per unit of service rendered that is different from the rate or rates shown in the Budget Summary included in Exhibit C.
- 4.4.6 Suspension of Payments. In the event that Contractor fails to comply with any of the terms and conditions of this Agreement, or in the event that less than all services required of Contractor pursuant to this Agreement are performed in a proper and timely manner, it shall be deemed sufficient cause for County to withhold or suspend any and all payments due Contractor hereunder either until such time as the State of California has transferred funds to County in payment of the

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

claim for reimbursement for the cost of the program for the period during which such noncompliance occurred, or until reports required under this Agreement are received and approved by County, whichever date is later.

- 4.4.7 Multiple Program Agreements. Multiple program Agreements are Agreements where services provided in more than one location or in more than one region are included together in a single Agreement. In multiple program Agreements, each program shall be functionally defined by having a separate and distinct scope of services and budget. More specifically, the budget in Exhibit C in multiple program Agreements shall include an Agreement summary of the Bronzan-McCorquodale Act costs showing the costs for all programs included in the Agreement followed by individual program budgets. Each individual program budget shall include a Program summary of the Bronzan-McCorquodale Act costs followed by budget Schedules I through III. In multiple program Agreements, all reimbursement and limitations to reimbursement specified herein shall apply to the individual program budgets as defined above and included in Exhibit C. Any adjustment between individual program budgets requires the prior written approval of the Local Mental Health Director or his/her designated representative. Any excess funds will remain and be utilized in the region where originally allocated or may be reallocated by the Local Mental Health Director for other appropriate mental health services.
- 4.4.8 Overpayment. In the event that Contractor claims and receives payment from County which is in excess of either Contractor's actual net operating cost for the period or the maximum financial obligation of County established by this Agreement, or which represents reimbursement of expenses subsequently disallowed by County, or to County by the State or Federal government under a related agreement providing for County sponsorship of programs operated pursuant to this Agreement, Contractor shall refund such overpayment to County forthwith, or at County's option, County may offset the amount of the overpayment against any payment due or to become due to Contractor under this Agreement or any subsequent Agreements between County and Contractor.
- 4.4.9 Employee Taxes. Contractor shall assume full responsibility for payment of any and all Federal, State and local taxes or contributions imposed or required under employment insurance, social security, income tax, and related laws, with respect to Contractor and Contractor's employees engaged in the performance of this Agreement.
- 4.5 Cost Reimbursement Limitations.
Subject to the compensation provisions provided for in herein, reimbursable cost pursuant to this Agreement shall be limited to specific budgeted amounts as provided in Exhibit C. Contractor agrees that the amount shown as "Bronzan-McCorquodale Act Gross Cost" in Exhibit C will not be expanded through the application of revenues without County approval. The estimated gross cost, anticipated revenues, and the net dollar obligation subject to State/County reimbursement, as set forth in this herein, will serve as a basis for determining and limiting the amount of reasonable cost subject to reimbursement pursuant to this Agreement.
- 4.5.1 Total Direct Labor Cost. Reimbursable direct labor cost for direct labor and program management staff incurred by Contractor in the performance of this Agreement shall be limited to the total amount budgeted for such cost, as evidenced by Schedule I - Agreement Budget, that is attached hereto and by reference made a term and condition hereof. The sum of any and all such expenditures shall not exceed the total amount budgeted for the salaries and benefits category without the written approval of the Local Mental Health Director or his/her designated representative.
- 4.5.2 Total Other Direct Cost. Reimbursable operating costs, including fixed assets, incurred by Contractor in the performance of this Agreement shall be limited to the total amount budgeted for such expenses, as evidenced by Schedule I - Agreement Budget, that is attached hereto and by reference made a term and condition hereof. The sum of any and all such expenditures shall not exceed the total amount budgeted for the operating expense total category without the written approval of the Local Mental Health Director or his/her designated representative.
- 4.5.3 Total Indirect Cost. Reimbursable indirect administrative cost incurred by Contractor in the performance of this Agreement shall be limited to the total amount budgeted for such cost, as evidenced by Schedule III – Indirect Cost Statement, attached hereto and by reference made a term and condition hereof. The sum of any and all such costs shall not exceed the total amount budgeted for the indirect administrative category without the written approval of the Local Mental Health Director or his/her designated representative.
- 4.5.4 Total Bronzan-McCorquodale Act Net Cost. If Contractor provides services under this Agreement only to patients eligible for such services under the provisions of the State of California Bronzan-McCorquodale Act mental health subvention program, reimbursable net Bronzan-McCorquodale Act cost incurred by Contractor in the performance of this Agreement shall be limited to the amount budgeted for such cost as evidenced by the Summary of the Bronzan-McCorquodale Act Program Cost. The total amount budgeted therein for net Short-Doyle cost represents the maximum amount of compensation to which Contractor shall be entitled (as provided for in the Signature Page) for services provided pursuant to the terms and conditions hereof.
- 4.5.5 Total Bronzan-McCorquodale Act and Short-Doyle/Medi-Cal Net Cost. If in addition to providing services to patients eligible for such services under the provisions of the State of California Bronzan-McCorquodale Act mental Health subvention program, Contractor is also approved as a provider of services under this Agreement to patients eligible under

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

the California Medical Assistance program (Medi-Cal), the sum of reimbursable net Bronzan-McCorquodale Act and reimbursable net Short-Doyle/Medi-Cal cost incurred by Contractor in the performance of this Agreement shall be limited to the sum of the total amounts budgeted for such costs, as evidenced by the Agreement Program Budget summary and Schedule IV – Short-Doyle/Medi-Cal Program Cost, respectively. The total amount budgeted therein for the Bronzan-McCorquodale Act net cost and the total amount budgeted therein for Short-Doyle/Medi-Cal net cost represent the estimated amount of compensation to which Contractor shall be entitled for such services under the respective programs. If the Contractor determines that the estimated amount of compensation for Short-Doyle/Medi-Cal net cost is inadequate, the Contractor may transfer funds from the Bronzan-McCorquodale Act net cost line item to the Short-Doyle/Medi-Cal net cost line item by so notifying the County prior to the transfer. However, in no event can funds be transferred to the Bronzan-McCorquodale Act net cost line item from the Short-Doyle/Medi-Cal net cost line item without the prior written approval of the Local Mental Health Director. Further, the sum of the total reimbursable Short-Doyle/Medi-Cal net cost shall not exceed the total amount budgeted for the Bronzan-McCorquodale Act and Short-Doyle/Medi-Cal combined net cost (i.e., the maximum financial obligation of the County, as provided for in the Signature Page) unless this Agreement is amended in writing and approved by both of the parties hereto.

- 4.5.6 Penalty for Failure to Qualify Short-Doyle/Medi-Cal Visits. Reduction in Short-Doyle/Medi-Cal claims for the State to the County due to failure to qualify the visit under Short-Doyle/Medi-Cal program (failure to claim or failure to respond to inquiry) will result in an amount commensurate with prevailing rate of reimbursement for the Federal share of Medi-Cal being withheld from Contractor's reimbursement for the Agreement period. Monies withheld for above reasons will be returned to Contractor upon successful rectification of errors and penalty to County being lifted.

**ARTICLE 5
AGREEMENT ADMINISTRATION**

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Technical Representative ("COTR")
- 5.1.1 County's COTR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COTR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COTR and Contractor. All inquiries about such AA will be referred directly to the COTR.
- 5.2 Agreement Progress Meeting. The COTR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COTR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**ARTICLE 6
CHANGES**

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc.) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by an such order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within 30 days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

**ARTICLE 7
TERMINATION**

- 7.1 Termination for Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor 15 days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County. In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.
- 7.1.1 If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Termination for Convenience. The County may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for performance until such termination:
- 7.4.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.4.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.4.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- 7.6 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
- 7.7 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

**ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 Conformance with Rules And Regulations. Contractor shall be in conformity with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COTR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, and Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less disadvantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the federal funds, provided directly or indirectly, under this Agreement shall be used to pay Contractor for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its status as a County contractor to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided there under shall be utilized to pay Contractor to support any partisan political activities, or to pay Contractor for activities for or against the election of a candidate for an elected office."
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures or the Board of Supervisors of the County.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent Contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and.
- 8.12.4 Family-Centered Practice, Board of Supervisors Policy E-13. Contractor shall comply with County of San Diego Board of Supervisors Policy E-13, "Family-Centered Practice." Family-centered practice addresses the needs of the whole family and is intended to promote and support community and family involvement to ensure safe and healthy environments for children; and
- 8.12.5 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.6 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.
- As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:
- (a) In any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) Support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.
- County may terminate for default or breach this Agreement and any other Agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.
- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.15 Debarment and Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:

8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.

8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

8.15.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

**ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.2 Conduct of Contractor; Privileged Information.

9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.

9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body.

9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

9.3.4 Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10
INDEMNITY AND INSURANCE**

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

**ARTICLE 11
AUDIT AND INSPECTION OF RECORDS**

The County shall have the audit and inspection rights described in this section.

11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accounting Office.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

11.2 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

- 11.3 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:
- 11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.3.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer.
- 11.4 Subcontracts. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

**ARTICLE 12
INSPECTION OF SERVICE**

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 13
USE OF DOCUMENTS AND REPORTS**

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. County and Contractor agree to maintain confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement and then

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

only to persons having responsibilities under the Agreement, including those furnishing services to Project under subcontract. County and Contractor agree that all information and records obtained in the course of providing services to project clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. However, at County's request, Contractor shall permit County access to all records and information regarding the project and confidentiality shall not be a bar to County's access to all records and information.

- 13.4 Maintenance of Records. Contractor shall maintain and keep available all records within the County of San Diego for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition.
- 13.5 Custody of Records. County, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.6 Audit Requirement. Contractors shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of their agency's operations. Contractors that expend \$500,000 or more of federal grant funds per year shall have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and OMB Circular A-133. Contractor shall include a clause in any Agreement or Agreement Contractor enters into with an audit firm to provide access by the County, State, Federal Government to the working papers of the independent auditor who prepare the audit for Contractor. Contractor shall submit two (2) copies of the annual report and the management letter to the County no later than fifteen (15) days after receipt from the independent Certified Public Accountant.
- 13.7 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COTR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement, and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.8 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

**ARTICLE 14
(RESERVED)**

**ARTICLE 15
DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law.

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 Assignment and SubContracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written prior concurrence of the COTR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Sections attached hereto and other Agreements expressly referred to herein, constitute the entire Agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous Agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or Agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be to the COTR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COTR. County shall be advised at least 24 hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threat of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use at the program. Contractor shall report all such incidents to the COTR within one workday of their occurrence.

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

- 16.20 Responsiveness To Community Concerns. Contractor shall notify County within 48 hours of receipt of any complaints, submitted to Contractor verbally or in writing, regarding the operation of Contractor's program or facility. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.

**REQUEST FOR PROPOSALS (RFP) NO. 1448- CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM**

SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this day of **XXXX** ("Effective Date") and end on **XXXX** ("Initial Term") for a total Agreement period of one (1) year.

OPTION TO EXTEND. The County's option to extend is for **xxxx(x)** increments of one (1) year each for a total of **xxxx (x)** years beyond the expiration of the Initial Term, not to exceed **XXXXXXX**, pursuant to Exhibit C "Budget" or adjustment factor identified. Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by a unilateral written Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The budget set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to "Availability of Funds."

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed **_____** dollars (\$ XXXX) for the initial term of this Agreement and **_____** (\$ XXXXX) for each of the **XXX** one year option periods, for a maximum Agreement amount of **_____** (\$XXXX), in accordance with the method of payment stipulated in Article 4.

COTR. The County has designated the following individual as the Contracting Officer's Technical Representative ("COTR")

Name and Title
Address
Address
Phone, FAX and email

CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.

Name and Title
Address
Address
Phone, FAX and email

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

[CONTRACTOR NAME]

By: _____
WINSTON F. McCOLL, Director,
Department of Purchasing and Contracting

By: _____
Name and Title

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____ Date: _____
Senior Deputy County Counsel

**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
EXHIBIT A STATEMENT OF WORK**

1. Scope of Work/Purpose

- 1.1. Contractor shall operate a voluntary walk-in assessment center that provides age and culturally appropriate emergency mental health evaluations to children and youth located in the North Region of San Diego County.
- 1.2. Contractor shall operate a voluntary mobile assessment team for children and youth, located in the North Region of San Diego County.
- 1.3. *Contractor can add or operate concurrently one or both programs with an existing contract with the County Children's Mental Health Services providing related mental health services to the clients in the North Region.*

2. Background Information

- 2.1. In November, 2004, California voters approved Prop 63, now called the Mental Health Services Act (MHSA) to provide funding for a comprehensive, community based mental health system for uninsured/underinsured clients who would otherwise remain unserved or underserved.
- 2.2. San Diego County Mental Health Services conducted extensive outreach to stakeholders and to the public for input regarding the development of the local MHSA Community Services and Support Plan. Comments were then considered by age specific MHSA workgroups along with local information about gaps in service to determine priorities for MHSA funding. A final comprehensive plan was developed and refined with community comment.
- 2.3. The MHSA provides access to services for identified unserved/underserved clients in new or expanded programs, but may not supplant existing services. The MHSA has six separate components. The program is part of the second component, the Community Services and Supports. The first MHSA expansion will target SED children and youth.

3. Goals and Objectives

- 3.1. Contractor shall provide the services described herein to accomplish the following goals:
 - 3.1.1. **Walk-in Assessment Clinic**
 - 3.1.1.1. Provide walk in assessment services to in the North County to increase access to emergency psychiatric evaluations and reduce unnecessary utilization of emergency and inpatient services for children and youth.
 - 3.1.2. **Mobile Assessment Team**
 - 3.1.2.1. Provide one mobile assessment team to provide crisis intervention services to prevent emergency psychiatric evaluations and reduce unnecessary utilization of emergency and inpatient services for children, youth and their families.
- 3.2. Contractor shall achieve the following outcome objectives
 - 3.2.1. **Walk-in Assessment Clinic**
 - 3.2.1.1. 70 % of clients served by the walk-in assessment clinic shall return to current residence and not require emergency room or inpatient services.
 - 3.2.2. **Mobile Assessment Team**
 - 3.2.2.1. 70 % of clients served by the mobile emergency response team shall remain in current residence and not require emergency room or inpatient services.
- 3.3. Contractor shall achieve the following process objectives:
 - 3.3.1. **Walk-in Assessment Clinic**
 - 3.3.1.1. 100% of clients shall be assessed for substance use during mental health assessment and referred for services when appropriate.

**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
EXHIBIT A STATEMENT OF WORK**

- 3.3.1.2. 100% of clients shall be assessed and screened for domestic violence and referred for services when appropriate.
- 3.3.1.3. 100% of all clients shall be screened to determine the need for referral to a primary care physician and referred for services when appropriate.
- 3.3.2. **Mobile Assessment Team**
 - 3.3.2.1. 100% of clients shall receive crisis intervention and mental health assessment services and shall be referred to walk-in assessment clinic as required for further evaluation.
- 3.3.3. Contractor shall deliver units of service in accordance with the approved budget, Exhibit C. Any change to the total number of units of service requires prior County approval through a contract amendment or administrative adjustment.

4. Target Population and Geographic Area

- 4.1. Target population. Contractors shall provide the services described herein to the following target population:
 - 4.1.1. **Walk-in Assessment Clinic**
 - 4.1.1.1. Individuals up to 17 years of age who are experiencing a mental health crisis or urgent need for mental health services.
 - 4.1.1.2. Particular efforts will be made to outreach to Asian and Latino children and youth.
 - 4.1.1.3. Priority shall be given to individuals with Medi-Cal and those who are indigent. Individuals with other health care coverage may be referred to other resources.
 - 4.1.2. **Mobile Assessment Team**
 - 4.1.2.1. Individuals up to 17 years of age who are experiencing a mental health crisis or urgent need for mental health services.
 - 4.1.2.2. Priority shall be given to individuals who are seriously emotionally disturbed (SED) as defined in the Welfare and Institution Code Section 5600.3. and who have Medi-Cal or who are indigent.
- 4.2. Geographical/Regional Service Area(s)
 - 4.2.1. The Programs will provide services to the North Region of San Diego County. The contractor shall ensure that the Walk-in Assessment Clinic site shall be located at the North County area.

<u>Program Site</u>	<u>Days</u>	<u>Hours</u>
Facility Name	Monday - Friday	12:00 PM -
Address		8:00 PM
City, CA Zip		

Scheduled holidays shall be in accordance with the County of San Diego guidelines.
 - 4.2.2. The facility shall comply with the requirements of the Americans with Disabilities Act (ADA) and California Title 24.
 - 4.2.3. Hours of operation for the Mobile Assessment Team shall be 8:00 AM to 5:00 PM.

5. Service Delivery Requirements

- 5.1. **Walk-in Assessment Clinic**
 - 5.1.1. Contractor shall provide urgent-need comprehensive and integrated assessments of mental health/substance use, crisis intervention, phone triage, information and referrals to community based services and/or hospitals, as well as limited follow-up appointments and psychotropic medication management when needed for North San Diego County children and youth.

**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
EXHIBIT A STATEMENT OF WORK**

- 5.1.2. Services provided shall be voluntary, unscheduled ("walk in"). Clinic may obtain WIC5150 detainment authority if affiliated with LPS facility. However, absent that designation, clients requiring involuntary services shall be referred to an LPS facility or Psychiatric Emergency Response Team/Law Enforcement for evaluation and treatment.
- 5.1.3. Contractor shall provide telephone triage during business hours, for the purpose of facilitating referral and consultation services for community at large.
- 5.1.4. Contractor shall provide psychiatric services and prescription and psychotropic medication support services.
 - 5.1.4.1. For Medi-Cal clients, psychotropic medication support shall include all psychotropic medication support services with the exception of the psychotropic medications and laboratory work, which are not covered by Medi-Cal.
 - 5.1.4.2. For non- Medi-Cal clients, psychotropic medication support services shall include the psychotropic medications and lab work.
 - 5.1.4.3. Contractor shall ensure proper administration, storage, and documentation of psychotropic medications in accordance with federal, state, and county regulations.
 - 5.1.4.4. All efforts shall be made to enroll uninsured/underinsured clients in low cost or free psychotropic medication programs available through pharmaceutical companies or obtain free samples to offset the cost of psychotropic medication.
 - 5.1.4.5. Follow up psychotropic medication support services shall be provided to clients who are unable to access routine services in a timely manner.
 - 5.1.4.6. Contractor may choose to utilize Telepsychiatry as an option to assist the program to meet the need for mental health evaluations. County Mental Health would provide a "hub site", including a consulting physician or specialist.

Contractor's program would be required to maintain a site, called the "remote site", that would be capable of housing telemedicine equipment. Contractors programs would be required to provide supporting staff, including an on site coordinator. Contractors would be required to provide telemedicine equipment, including television monitors, cameras, computers, and high speed communication lines as well as any monthly fees. Contractor would be required to work with county outsourced IT provider. It should be noted that services provided through telemedicine are billable. An Operations and Implementation manual developed by California Institute for Mental Health (CIMH) is available in the TRL.

5.2. Mobile Assessment Team (MAT)

- 5.2.1. Contractor shall provide one mobile assessment team to provide urgent mental health evaluations and crisis intervention, phone triage, and linkages to mental health services for children and youth. The Contractor will be encouraged *to maintain clients in the least restrictive environment* within the North County community, whereby, when appropriate, the MAT will attempt to establish linkages for mental health services within the community and avoid unnecessary hospitalization.
- 5.2.2. ***Contractor shall use a multi-disciplinary approach and incorporate treatment, mental health education, and skill building activities in the program. Contractor's services shall be age appropriate and designed to meet the various developmental needs of the client.***
- 5.2.3. Contractor staff shall be able to respond to calls within 4 hours during posted business hours.
- 5.2.4. Services provided by MAT shall be voluntary. Clinic/MAT may obtain WIC5150 detainment authority if affiliated with LPS facility. However, absent that designation, clients requiring

**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
EXHIBIT A STATEMENT OF WORK**

involuntary services shall be referred to an LPS facility or Psychiatric Emergency Response Team/Law Enforcement for evaluation and treatment.

- 5.3. Contractor shall have a defined mechanism for emergency telephone consultation and/or referral of clients after hours.
- 5.4. Contractor's services shall be culturally appropriate and offered in the client's/family preferred language. When this is not possible, Contractor shall arrange for appropriate interpretation services that are available through a separate County contract.
- 5.5. Contractor shall demonstrate family partnership in the development and provision of service delivery. Such efforts shall be reflected in the client chart. Contractor shall also demonstrate organizational advancement of family partnership in the areas of program design, development, policies and procedures. Such efforts shall be reported on the Monthly Program Status Reports.
- 5.6. Contractor shall work collaboratively, when appropriate, with school district personnel and other mental health providers within the North County Region.
- 5.7. ***Contractor shall establish linkage with the provider of the MHSA CY 2.2. Family/Youth Support Partners to coordinate and integrate with the County of San Diego, Health and Human Services Agency (HHSA) Children's Mental Health Services (CMHS), HHSA Regions, Probation, Child Welfare Services, San Diego Regional Center, education, physical health providers, community resources, and other organizations and groups serving mental health clients.***

6. Children's Service Delivery System Requirements:

- 6.1. Contractor shall provide, operate and maintain community client and mental health promotion services in accordance with the State Department of Mental Health (DMH) Information Notice 96-02 regarding staff qualifications.
- 6.2. Contractor shall use forms for recording client information and activities in case files as directed by the Program Monitors.
- 6.3. Contractor's clinic shall have a defined mechanism for emergency telephone consultation and/or referral of clients after hours.
- 6.4. Contractor shall plan and deliver services in a manner consistent with the Children's Mental Health System of Care philosophy and principles.
- 6.5. Contractor shall comply with the following:
 - 6.5.1. Children's Mental Health Outpatient Guidelines
 - 6.5.2. California Code of Regulations Title 9
 - 6.5.3. California Department of Mental Health MHSA Reporting Requirements
 - 6.5.4. Children's Mental Health Organizational Provider Handbook
 - 6.5.5. Children's Mental Health Organizational Provider Financial Eligibility and Billing Manual
 - 6.5.6. Children's Mental Health Uniform Medical Records
 - 6.5.7. Medi-Cal Specialty Mental Health Services Site Review
 - 6.5.8. San Diego County Mental Health Cultural Competence Plan
 - 6.5.9. San Diego County Mental Health Youth Transition Services Plan
 - 6.5.10. Children's Mental Health System of Care Principles & Philosophy
 - 6.5.11. California Department of Mental Health Medi-Cal Managed Care Contract
 - 6.5.12. San Diego County HHSA Behavioral Health Plan
 - 6.5.13. Medicare regulations and billing requirements
 - 6.5.14. California Penal Code and Welfare and Institutions Code

**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
EXHIBIT A STATEMENT OF WORK**

6.6. Training

- 6.6.1. Contractor shall participate in meetings and trainings as required by the Program Monitors.
- 6.6.2. Each program staff member shall attend four hours, per year, of Cultural Competence training.
- 6.6.3. Contractor shall require clinical staff to meet their licensing Continuing Education Units (CEU's). Other paraprofessional staff shall have a minimum of eight hours of clinical training per year.
- 6.6.4. Contractor shall require a clinical staff that has not taken a wraparound course within the last 4 years to attend a wraparound basic course (8 hours).
- 6.6.5. Contractor shall maintain a log of staff training and provide a training summary on the Monthly Status Report.
- 6.6.6. Contractor shall, through outreach, consultation, and liaison with organizational and fee for service providers - identify practitioners who are competent to provide communication accessible services to their clients.
 - 6.6.6.1 Contractor shall use this information to construct a multidisciplinary referral list of organizational and fee for service providers who can act as referral sources for mentally or impaired clients referred from providers for ongoing services.
- 6.6.7. Contractor shall perform the following, to enhance and expand the knowledge and skills of human service agency staff:
 - 6.6.7.1. Identify training programs or assist in the compilation and construction of resources which would be useful in the training of practitioners.
- 6.7. The Program Manager and/or appropriate staff (i.e. Supervisor) shall conduct a utilization review prior to the 12th contact visit, and the rationale for service extension shall be documented to authorize any additional contacts.
- 6.8. Contractor shall explore and implement reasonable attempts to effect the hiring of clients who are or have been utilizers of the mental health service system to facilitate self-help groups.
- 6.9. Contractor shall demonstrate family partnership in the development and provision of service delivery. Such efforts shall be reflected in the client chart. Contractor shall also demonstrate organizational advancement of family partnership and community collaborations in the areas of program design, development, policies and procedures, etc. Such efforts shall be reported on the Monthly Program Status Reports.
- 6.10. Contractor shall obtain, provide, utilize, and maintain capacity to communicate in a timely fashion with County via all of the following: electronic mail (e-mail), fax, telephone, voice mail and/or phone messaging service.
- 6.11. Contractor shall provide Program Management, which includes business and administrative planning, organizing, directing, coordinating, and approval actions designed to accomplish overall program objectives. Contractor Program Manager shall provide administrative and clinical leadership; shall be responsible for the day-to-day operation of the program; shall be accessible to CMHS by telephone and by e-mail during business hours, and shall be on-site at least eighty (80%) if the time the program is operating.
- 6.12. Contractor shall notify Program Monitor prior to personnel change in Program Manager Position. A written plan for program coverage and personnel transition shall be submitted to CMHS at least 72 hours prior to any personnel change in Program Manager position. Resume of candidate for replacement shall be submitted to the Program Monitor for review and comment at least 72 hours prior to hiring.
- 6.13. Contractor shall provide Program Monitor an organizational chart identifying key personnel and reporting relationships when contract is executed, and within 72 hours of any changes to the organizational structure.
- 6.14. Contractor shall attend regularly scheduled CMHS system-wide meetings to receive information about system of care issues.
- 6.15. Documentation of staff qualifications shall be kept on file at program site. Contractor shall adhere to staff qualification standards as described in the CMHS Organization Provider Handbook, and shall obtain approval from Program Monitor or designee for any exceptions.

**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
EXHIBIT A STATEMENT OF WORK**

- 6.16. Contractor shall comply with the professional licensing waiver requirements of the California Welfare and Institutions code, as referenced in the CMHS Organizational Provider Handbook.
- 6.17. Contractor shall comply with federal, State and County requirements regarding client rights, including grievances and appeals, as described in the CMHS Organizational Provider Handbook.
- 6.18. Contractor shall comply with CMHS' cultural competence requirements as referenced in the CMHS Organizational Provider Handbook.
- 6.19. Contractor shall comply with standards as may be adopted by the CMHS Clinical Standards Committees or successor entity. These committees set standards of care for children/youth mental health within the County and includes representatives from County and contract-operated programs. Standards shall be provided to all contractors upon approval by CMHS administration.
- 6.20. In accordance with Title 9 regulations, Contractor must be Short-Doyle/Medi-Cal certified prior to the effective date for commencing services.
- 6.21. Contractor shall comply with the regulations of the Mental Health Services Act, including all applicable outcome tracking and reporting requirements delineated by County Mental Health and State Department of Mental Health.
- 6.22. Contractor is prohibited from subcontracting with a "legal entity" as defined in the California State Medicaid Plan for Short-Doyle/Medi-Cal services. The California State Medicaid plan defines legal entity as each county mental health department or agency and each of the corporations, partnerships, agencies, or individual practitioners providing public mental health services under contract with the county mental health department or agency. The prohibition of subcontracting does not apply to providers and their relationships with vendors such as nursing registries, equipment, part-time labor, physicians, etc. Such providers do not meet the legal entity definition cited above. The legal entity concept prohibits a county from contracting with a legal entity to provide Short-Doyle Medi-Cal *Services who in turn contracts with another legal entity to provide Short-Doyle/Medi-Cal services.*
- 6.23. Quality Management, Short-Doyle/Medi-Cal Requirements
 - 6.23.1. Contractor shall comply with the Quality Improvement Program described in the CMHS Organizational Provider Handbook.
 - 6.23.2. CMHS and/or the State Department of Mental Health Services may schedule an on-site visit at any time to audit the SD/MC client records and documentation of compliance with Title 9 regulation, and to identify unwarranted payments for SD/MC services. Contractor shall reimburse CMHS for any disallowance of SD/MC payments. Reimbursement shall be based on the disallowed units of service at the Contractor's approved budgeted unit cost.
- 6.24. Contractor shall comply with the Drug Formulary for Mental Health Services policy included in the CMHS Organizational Provider Handbook.
- 6.25. Contractor shall comply with Utilization Review procedures included in the Organizational Provider Handbook.
- 6.26. Contractor and its agents and employees are subject to and shall comply with the Child Abuse Reporting Law (California Penal Code section 11164).
- 6.27. Contractor's employees and volunteers, who work on this contract and work directly with minors, shall have clearances completed by the Contractor prior to employment and annually thereafter.
 - 6.27.1 Employees and volunteers shall successfully register with and receive an appropriate clearance by "Trustline" <http://www.trustline.org>, or equivalent organization or service that conducts criminal background checks for persons who work with minors. Equivalent organizations or services must be approved by the COTR prior to use by Contractor.
 - 6.27.2 Employees and volunteers shall provide personal and prior employment references, Contractor shall verify reference information, and employees and volunteers shall not have any unresolved negative references for working with minors.

**REQUEST FOR PROPOSALS (RFP) NO. 1448 - CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
EXHIBIT A STATEMENT OF WORK**

6.27.3 Contractor shall immediately remove an employee or volunteer with an unresolved negative clearance.

6.28 Contractor shall submit a complete and accurate Monthly Program Status Report on the 15th of each month to the Mental Health Contracts Administration Unit and the Program Monitor.

7. Disentanglement

7.1. Contractor shall accomplish a complete transition of the services being terminated from Contractor to County, or to any provider designated by County, without interruption of or adverse impact on the services. Contractor shall cooperate with the County and Contractor's obligation to provide the services shall not cease until Disentanglement is satisfactory to County.

**REQUEST FOR PROPOSALS (RFP) NO. 1448 -CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
INSURANCE REQUIREMENTS**

ARTICLE 1

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability required if Contractor provides or engages any type of professional services, including but not limited to medical professionals, counseling services, or legal services.
 - a. Sexual Misconduct coverage including, but not limited to, coverage for negligent supervision and hiring required if Contractor provides and/or engages direct services to minors.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Contractor's work pursuant to the Contract.
 - a. Sexual Misconduct coverage including, but not limited to, coverage for negligent supervision and hiring required if Contractor provides and/or engages direct services to minors.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- A. Additional Insured Endorsement
Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.
- B. Primary Insurance Endorsement
For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Notice of Cancellation

**REQUEST FOR PROPOSALS (RFP) NO. 1448 -CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
INSURANCE REQUIREMENTS**

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

D. Severability of Interest clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to County.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

**REQUEST FOR PROPOSALS (RFP) NO. 1448 -CHILDREN'S
HEALTH AND HUMAN SERVICES MENTAL HEALTH SERVICES
WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM
INSURANCE REQUIREMENTS**

12. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

13. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Pro Forma Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
REQUEST FOR PROPOSAL (RFP) 1448
EXHIBIT C – CHILDREN’S WALK-IN ASSESSMENT CENTER AND MOBILE ASSESSMENT TEAM

Information for Exhibit C, for this project, is located in the Technical Resource Library.